



Tamil Nadu Tourism
Department of Tourism
Government of Tamil Nadu

TENDER DOCUMENT

**SETTING UP OF
MINIATURE TAMIL NADU
ON LONG TERM LEASE BASIS**

Project Advisors

Strategic Initiatives & Advisory – Government



Disclaimer

This tender document has been issued by the Director, Department of Tourism, Government of Tamil Nadu, (DoT, GoTN). The restrictions and conditions relating to the project are for selecting an appropriate party. The aim of this document is to provide information of bid process and assess appropriateness of the proposal received for the allotment of land on long term lease for the defined purpose.

This Tender document is not an agreement and is not an offer or invitation by DOT, GoTN to any party. The purpose of this Tender document is to provide interested parties with information to assist in the formulation of their Tender. This Tender document does not purport to contain all the information each Tenderer may require. This Tender document may not be appropriate for all persons, and it is not possible for DoT, GoTN, their employees or YES BANK Ltd. as advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document. Certain Tenderers may have a better knowledge of the proposed Project than others. Each Tenderer should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and obtain independent advice from appropriate sources. DoT, GoTN, their employees and YES BANK Ltd. shall incur no liability under any law, statute, rules or regulations for any inaccuracy in the Tender document. The applicant should immediately inform the Director, Department of Tourism, Government of Tamil Nadu in case of any anomaly in this document. If this office does not receive any written information, it will be considered that the applicant is satisfied and the tender document is complete in all respect.

In case of any clarification, query and concern regarding the terms & condition, the decision of state government will be final and binding upon one and all. All issues between the state government/DOT, GoTN and Tenderer will be under the jurisdiction of session court of District Chennai. The information furnished in this document or any other information made available to the applicant will be subject to change. The Managing Director, DoT, GoTN may at any stage update/ amend/ add any information in this document without assigning any reason. The State government reserves the right to accept or reject any or all applications without assigning reason. No claim regarding expenses on preparation of submitting the tender document will be accepted.

TABLE OF CONTENTS

| NO. | CONTENTS | PAGE NO. |
|-------|--|-----------|
| | Introduction | 4 |
| | Notice of Inviting Tenders | 6 |
| | SCHEDULE OF TENDERING PROCESS | 8 |
| | | |
| 1 | Project Background | 10 |
| 2 | Tendering Procedure | 12 |
| 3 | Criteria for Qualification | 24 |
| 4 | Contents of Technical Bid | 26 |
| 5 | Contents of Financial Bid | 27 |
| | | |
| | ANNEXURES | |
| | | |
| | Covering Letter | 28 |
| A | Tender Form | 29 |
| B | Affidavit in support of the Agreement (for tenderer other than Firm, Company and Society) | 31 |
| C | Affidavit in support of Agreement (for Firm, Company and Society) | 32 |
| D (i) | General information regarding the tenderer (for firm, Company and Society) | 33 |
| (ii) | Format for Power of Attorney for Signing of Tender | 34 |
| (iii) | Format for Power of Attorney for Lead Member(s) of Consortium or Joint Venture | 35 |
| (iv) | Format for Anti-Collusion Certificate | 37 |
| (v) | Format for Project Undertaking | 38 |
| (vi) | Format for Bank Guarantee | 39 |
| (vii) | Format for Qualification Information | 42 |
| E (i) | Statement of financial capacity | 43 |
| (ii) | Project Data Sheet | 45 |
| (iii) | Guidelines for providing information related to experience | 46 |
| (iv) | Technical Bid | 47 |
| F | Financial Bid | 48 |
| | Check List | 49 |
| | Location Plan | 51 |

A. INTRODUCTION

1. Tenders are invited for “Setting up of Miniature Tamil Nadu’ near Mamallapuram on long term lease as per the rules in vogue and directions of the State Government.

1.1 The following activities/ items shall be permissible on this land:

Miniature Tamil Nadu

1.2 The following activities shall not be permissible on this land:

No other activities other than those mentioned in 1.1. above.

2. The lease rent shall be payable at the rate of **Rs 1,82,78,122** per annum. Lease rent shall be payable from the 1st April following the date of execution of deed or from the date on which successful bidder takes possession of the plot, whichever is earlier. The rent will increase by 5% at the end of every year.

3. Tender document includes details of the property, terms and conditions and also process of making application. This tender document is available on the website and can be downloaded.

4. For all correspondence, the contact is as follows:-
Email: DLYBLTTDC @yesbank.in
Website www.tamilnadutourism.org/ www.yesbank.in

5. State Government / Director, Department of Tourism, Government of Tamil Nadu/ TTDC reserves right to accept or reject any or all tender(s) without assigning any reason.

Terms & Conditions

1. Government of Tamil Nadu, Department of Tourism invites sealed tenders (Two envelop system) for allotment of land on long term lease for 30 years near Mamallapuram. Details of land are mentioned below:

| S.No. | Details of plot (Khasra No., name of village/ details of Nazul sheet etc., Revenue details) | Area of the plot in acres. | Reserved Price (in Rs. Lakhs) |
|--------------|--|-----------------------------------|--------------------------------------|
| 1. | Land at No.69, Manamai Village, Thirukkalukundram Taluk, Kancheepuram District (an extent of 17.68.0 hectares (43.67 acres of Meykkal Poromboke in Survey No.429/1D) near Mamallapuram | 43.67 acres | 392.00 |

Note:-

- I. Location and site plan of the plot is enclosed with the tender document.
- II. The land can be used only for activities mentioned in 1.1 above.

Department of Tourism Government of Tamil Nadu
NOTICE INVITING TENDERS

For Setting up of a Miniature Tamil Nadu at Mamallapuram

DoT, Government of Tamil Nadu, Invites Tenders' from reputed national & international organizations (Hospitality Operators/Developers of Entertainment Parks, Real Estate Developers, Industrial Houses with minimum individual/consortium net worth of Rs. 25 crore, with proven track record in accordance with the Tender Document **to Develop, Finance, Built, Operate, Own and Maintain a "Miniature Tamil Nadu"** on long term lease basis (30 years) on an approx **43.67 acres on** Land at No.69, Manamai Village, Thirukkalukundram Taluk, Kancheepuram District (an extent of 17.68.0 hectares (43.67 acres of Meykkal Poromboke in Survey No.429/1D) near **Mamallapuram**.

| | |
|--|--|
| Sale of Tender Document | From 31-12-09 to 28-01- 10 between 10:00 am to 5:00 pm on all working days |
| Cost of Tender Document | Rs.5,000/- (non refundable) plus 4% VAT in the form of a crossed Demand Draft/Bankers Cheque of any scheduled commercial bank drawn in favor of "Director, Department of Tourism, Government of Tamil Nadu", payable at Chennai. |
| Pre Tender Conference | 11-01-10 12:30 p.m. |
| Last Date for submission of completed Tender Document | 29/01/2010 up to 3:00 p.m. |
| Opening of Technical Bid | 01/02/2010 at 4:00 p.m. |
| Opening of Financial Bid (Those who qualify Technical Bid) | 02/02/2010 |
| Minimum Up set price (Reserved Price) | INR 3.92 crores |
| Annual Lease Rent (fixed) | INR 18,278,122/- |

The Tender Document may be obtained w.e.f. 30th Dec, 2010 from the address given below by post/courier upon a written request accompanied by the cost of Tender Document plus courier / postal charges of Rs.250/-. DoT, GoTN or YES BANK Ltd (YBL) will not be responsible for any delay, loss or non-receipt of the Tender Documents sent by post/courier.

The Tender Document is also available on the Internet and can be downloaded from the website www.tamilnadutourism.org or www.yesbank.in. After downloading the document, intimation to this effect together with details of address for communication, telephone and fax numbers should be sent to DoT, GoTN or YBL and by e-mail to DLYBLTTDC@yesbank.in . If the document is downloaded from the above website, the demand draft for the amount payable towards cost of document should be enclosed along with the tender.

Address for Communication:

| | |
|---|--|
| <p>Office of:- Director, Department of Tourism Government of Tamil Nadu, Tourism Complex, No.2,Wallajah Road, (near Kalaivanar Arangam), Chennai-600 002. Tamil Nadu Ph. 044 -25367850 Extn.213 E-mail: DLYBLTTDC@yesbank.in www.tamilnadutourism.org</p> | <p>Office of :- Country Head- Strategic Initiative Advisory - Government YES BANK LTD, 7th Floor, Tower B, Building No. 8, DLF Cyber City, Phase II, Gurgaon-122002 Tel: +91 124-4619000 Fax: +91 124-2560139/4147193 E-mail: DLYBLTTDC@yesbank.in www.yesbank.in</p> |
|---|--|

SCHEDULE OF TENDERING PROCESS

DoT, GoTN & YBL would endeavour to adhere to the following schedule:

| S. No. | Event Description | Date |
|--------|--|--------------------------|
| 1. | Issue of Tender Document | 31/12/2009 |
| 2. | Pre Tender Conference | 11/01/2010 at 12:30 p.m. |
| 3. | Close of Sale of Tender Document | 28/01/2010 |
| 4. | Tender due date | 29/01/2010 by 3:00 p.m. |
| 5. | Opening of technical bid | 01/02/2010 at 4:00 p.m. |
| 6. | Opening of Financial Bid (Those who qualify Technical Bid) | 02/02/2010 |

Process of Tender

- A. Intending tenderer shall use the tender form issued by the office or downloaded from the website. Tender form received from any other source shall not be acceptable.
- B. Every tenderer along with the tender has to deposit earnest money of Rs. **39,20,000/-** (in words rupees **Thirty Nine Lakhs Twenty Thousand** only) by bank draft/bank guarantee drawn on a scheduled commercial bank in favor of M.D. Tamil Nadu Tourism Development Corporation payable at Chennai. Evaluation committee shall ensure that the earnest money is in order and is readily encashable.
- C. Any individual, proprietor or partnership firm, private or public limited company, public sector undertaking, registered cooperative society ,consortium or Joint Venture (JV) can present tender.
- D. Applicant/tenderer should be legally competent to enter into a contract.
- E. If any company wants to present application through a subsidiary then, that company should have a minimum of 51% of shareholding in such subsidiary company. It is hereby clarified that the applicant shall be the subsidiary company which should fulfill the requirement of net worth.
- F. In case of company resolution of the board, authorizing the signatory to sign the tender document, /application form should be enclosed.
- G. In case of partnership firm having more than one partner, it is expected of all the partners to sign the tender document and also the enclosed documents. If in the above case, all the partners have not signed the documents, then their authority letter should be enclosed.
- H. In case of the partnership firm, following document should be enclosed:-
 - a. Certified true copy of the partnership deed along with the list of present partners.
 - b. Registration certificate issued by Registrar, Firms and Societies.
 - c. Name, permanent address, PAN number of the partners.
- I. In case of a company, following documents should be enclosed:-
 - a. Certificate of incorporation

- b. Name, address and contact number of the Directors,
 - c. Certified copy of Memorandum and Articles of Association.
- J. If the tenderers /applicants have formed a consortium or Joint Venture then:-
- a. Document showing fulfillment of minimum financial expectations/ requirements of joint net worth of all the members of the consortium/Joint Venture.
 - b. If the offer of such agreement is found to be highest, then, lease deed shall be signed by the lead member duly authorized by members of the consortium/Joint Venture.

1. Project Background

The Miniature Tamil Nadu is a concept to integrate Tamil Nadu's culture, nativity, heritage and resort facilities at one place. It will project the special features of the state in one place and motivate the tourists to explore them according to their interest. It will also be a documentation of its glorious history, archaeological importance, architectural marvels, natural splendors, colossal temples, mammoth monuments, fabulous falls, rich culture, healthy wildlife, and many mores. It would be a visual encyclopedia for the visitors to know, understand and admire its heritage.

It is observed that no such product is available in Tamil Nadu. Its rich culture and continuing heritage has immense potential to provide an enriching experience to the visitors not only a pleasing one but also a factual one, a visit to **Miniature Tamil Nadu**.

The proposed site (the "Project") is proposed to be developed as a concept destination highlighting the culture and tradition of Tamil Nadu, through private sector participation (BOT) by granting long term lease (30 years) of approx. area of 43.67 acres at Mamallapuram.

The successful bidder would be responsible for overall implementation of the Project including Master Planning to financing, development of basic infrastructure, O&M and marketing.

The successful bidder would have the flexibility to prepare a Development Plan within the contour of the prevailing rules and shall obtain all the necessary statutory permission from State Agencies.

1.1 Project Tenor

The project would be given for maximum thirty years with review at the end of every 10 years. DoT, GoTN however reserves the right to annul the contract any time during the duration of the lease if the activities and conduct of private player is found to be contradictory or not in congruence with the lease agreement.

1.2 Brief Description of Tendering Process

1.2.1 DoT, GoTN shall follow a two stage Tendering process. Tenders would be evaluated as under:

Stage 1:

Step 1: Scrutiny of "Key Submissions",

Step 2: Evaluation of "Qualification Information"

Step 3: Evaluation of "Technical Bid"

Stage 2:

Step 4: Evaluation of “Financial Bid”

- 1.2.2 The successful bidder would enter into a Lease Agreement with Tourism Dept., Govt. of Tamil Nadu and carry out its responsibilities as stipulated therein.
- 1.2.3 The Tenderers are required to submit documents regarding Key Submissions, Qualification Information & Technical Bid as specified in Part 1 & 2 of clause 2.16.2. In the event of the tender failing to fulfil the criterion laid down in Part 1 & 2 of clause 2.16.2 the tender may be rejected and the financial bid shall not be opened.

2. TENDERING PROCEDURE

2.1 General Guidelines

- 2.1.1 The Tenderer may be a single entity or a group of entities (hereinafter referred to as Consortium) or Joint Venture, coming together to implement the Project. The term Tenderer used hereinafter would therefore apply to both a single entity, a Consortium or Joint Venture.
- 2.1.2 The Tenderer should submit a Power of Attorney as per the format enclosed as Annexure D (II), authorising the signatory of the Tender to commit the Tenderer.
- 2.1.3 The Tender submitted by a Consortium or Joint Venture should comply with the following additional requirements:
- (a) Maximum number of members in a consortium/JV should be 3 (three).
 - (b) The Tender should contain the information required for each member of the Consortium/JV as per Annexure D (I);
 - (c) Any one of the Consortium/JV members should have purchased the Tender document from DoT, GoTN or should have intimated DoT, GoTN in case the Tender document has been downloaded from the website;
 - (d) An individual Tenderer **cannot** at the same time be member of a Consortium/JV applying for this Project. Further, a member of a particular Consortium/JV cannot be member of any other Consortium/JV applying for the Project;
 - (e) Members of the Consortium/JV shall nominate one member as the Lead Member The nomination(s) shall be supported by a Power of Attorney as per the format enclosed at Annexure D (iii) signed by all the members. The Lead Member shall be required to meet the criteria specified in Clause 3.5.
 - (f) Members of the Consortium/JV shall enter into a Memorandum of Understanding (MoU) duly registered in India, for the purpose of making the Tender.
 - (g) The MoU shall, inter alia:
 - (i) Clearly outline the proposed roles and responsibilities of each member at every stage;
 - (ii) commit the minimum equity stake as required under Clause 3.5; and
 - (iii) include a statement to the effect that all members of the Consortium/JV shall be liable jointly and severally for the execution of the Project in accordance with the terms of the Lease Agreement

A copy of the MoU should be submitted along with the Tender. The MoU entered into among the members of the Consortium/JV should be specific to this Project and should contain the above requirements, failing which the Tenderer shall be dis qualified.

2.2

(i) Tenderer should not be debarred to participate in the tender by the Tamil Nadu Government or any of its undertaking, Corporation, Board or any other state government of India, its undertakings/ corporations, Board or Indian Government and should not have been barred by any law.

(ii)The Tenderer should be citizen of India

(iii)Tenderer should not be minor, mentally ill or insolvent.

2.3 Change in Consortium composition

Change in the composition of a Consortium or JV will not be permitted by DoT, GoTN during any stage of Tendering and thereafter subject to clause 3.5.3 (ii) & 3.5.4.

2.4 Number of Tenders

Each Tenderer shall submit only one (1) Tender, in response to this Invitation for Tendering. Any Tenderer, who submits or participates in more than one Tender will be disqualified and will also cause the disqualification of the Consortium of which it is a member.

2.5 Tender Preparation Cost

The Tenderer shall be responsible for all of the costs associated with the preparation of its Tender and its participation in the Tendering process. DoT, GoTN will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Tendering process.

2.6 Project Inspection and Site Visit

2.6.1 It is desirable that each Tenderer submits its Tender after visiting the site and ascertaining for itself the location, surroundings, or any other matter considered relevant by it at their cost.

2.6.2 It would be deemed that by submitting the Tender, the Tenderer has:

a. made a complete and careful examination of the Tender document, and

- b. received all relevant information requested from DoT, GoTN ..
- 2.6.3 DoT, GoTN shall not be liable for any mistake or error on the part of the Tenderer in respect of the above.

2.7 DoT, GoTN 's Right to Accept or Reject Tender

- 2.7.1 Notwithstanding anything contained in this Tender document, DoT, GoTN reserves the right to accept or reject any Tender and / or to annul the Tendering process and reject all Tenders, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- 2.7.2 DoT, GoTN reserves the right to invite revised Technical Bid and / or revised Commercial Bids from Tenderers with or without amendment of the Tender document at any stage, without liability or any obligation for such invitation any without assigning any reason.
- 2.7.3 DoT, GoTN reserves the right to reject any Tender if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Tenderer does not respond promptly and thoroughly to requests for supplementary information required for the evaluation of the Tender

The above would lead to the disqualification of the Tenderer. If the Tenderer is a Consortium or part of JV, then the entire Consortium/JV would be disqualified / rejected. If such disqualification / rejection occur after the Commercial Bids have been opened and the Tenderer with Highest bid gets disqualified / rejected, then DoT, GoTN reserves the right to:

- a. declare the Tenderer quoting the next Highest Commercial Bid as the successful bidder and where warranted, invite such Tenderer to equal the Commercial Bid of the disqualified Tenderer;
- OR
- b. take any such measure as may be deemed fit in the sole discretion of DoT, GoTN , including annulment of the Tendering process.

B. Documents

2.8 Contents of Tender Document

The Tender document comprises the contents as listed in the table of contents, checklist and would additionally include any Addenda issued in accordance with Clause 2.9.

2.9 Amendment of Tender Document

- 2.9.1 At any time prior to the Tender Due Date, DoT, GoTN may, for any reason, whether at its own initiative or in response to clarifications requested by a Tenderer, modify the Tender document by the issuance of Addenda. Such Addenda would be posted on the website www.tamilnadutourism.org & www.yesbank.in
- 2.9.2 Any Addendum thus issued will be sent in writing to all the Tenderers who have purchased the Tender document or who have intimated DoT, GoTN subsequent to downloading of the Tender document from the website and will be binding upon them. Tenderers shall promptly acknowledge receipt thereof to DoT, GoTN. DoT, GoTN will not be responsible for any delay, loss or non-receipt of the Addenda sent by post/courier.
- 2.9.3 In order to provide the Tenderers a reasonable time to examine the Addendum, or for any other reason, DoT, GoTN may, at its own discretion, extend the Tender Due Date.

C. Preparation and Submission of Tender

2.10 Language

The Tender and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Tenderer with the Tender may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Tender, the English language translation shall prevail.

2.11 Currency

The currency for the purpose of the Tender shall be Indian National Rupee (INR).

2.12 EARNEST MONEY DEPOSIT (EMD)

- 2.12.1 Tenders would need to be accompanied by an EMD for an amount of Rs. **39.20 lakhs** (in words rupees **Thirty Nine Lakhs and Twenty Thousand only**). The EMD shall be kept valid through the Tender Validity Period and would be required to be extended if so required by DoT, GoTN as per Clause 2.13.2.
- 2.12.2 The EMD shall be in the form of either of the following:
- an irrevocable Bank Guarantee from any scheduled commercial bank in favour of DoT, GoTN , as per the format set out in Annexure D (vi); or
 - a Demand Draft/ bankers cheque in favour of Managing Director, DoT, GoTN , payable at Chennai
- 2.12.3 The EMD shall be returned to unsuccessful Tenderers within a period of one (1) week from the date of finalization of tender.
- 2.12.4 The EMD shall be forfeited in the following cases:
- a) If the Tenderer withdraws from Tender after submission
 - b) If the Successful Tenderer fails to pay the Bid Price within the stipulated time

2.13 Tender Validity Period

- 2.13.1 Tender shall remain valid for a period not less than four (4) months from the Tender Due Date.
- 2.13.2 DoT, GoTN may request the Tenderers to extend the period of validity for a specified additional period. A Tenderer may refuse the request without forfeiting his EMD. A Tenderer agreeing to the request will not be allowed to modify his Tender, but would be required to extend the validity of its EMD for the period of extension
- 2.13.3 After issuing of LOA the Tender Validity Period for successful bidder shall deem to have been extended till the date of execution of the Lease Agreement.

2.14 Tenderer's Responsibility

- 2.14.1 It would be deemed that prior to the submission of Tender, the Tenderer has:
- (a) made a complete and careful examination of requirements, and other information set forth in this Tender document;
 - (b) received all such relevant information as it has requested from DoT, GoTN ; and

- (c) made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (i) the Project Site
 - (ii) existing facilities and structures
 - (iii) the conditions of the access roads and utilities in the vicinity of the Project Site
 - (iv) conditions affecting transportation, access, disposal, handling and storage of the materials
 - (v) Clearances obtained by DoT, GoTN for the Project; and
 - (vi) All other matters that might affect the Tenderer's performance under the terms of this Tender document.

2.14.2 DoT, GoTN shall not be liable for any mistake or error or neglect by the Tenderer in respect of the above.

2.15 Pre-Tender Conference

2.15.1 To clarify and discuss issues with respect to the Project and the Tender documents, DoT, GoTN may hold a Pre-Tender conference. It is desirable that the Tenderers have made a thorough scrutiny of the documentation and visited the site.

2.15.2 Prior to the Pre-Tender conference, the Tenderers may submit a list of queries and propose amendments. Tenderers must formulate their responses and forward the same to DoT, GoTN on or before pre-bid conference. DoT, GoTN may amend the Tender document based on inputs provided by Tenderers that may be considered acceptable at its sole discretion.

2.15.3 Tenderers may note that DoT, GoTN will not entertain any deviations to the Tender document at the time of submission of the Tenders or thereafter. The Tenders to be submitted by the Tenderers will be unconditional and unqualified and the Tenderers would be deemed to have accepted the terms and conditions of the Tender document. Any conditional Tender shall be regarded as non-responsive and would be liable for rejection.

2.15.4 Attendance of the Tenderers at the Pre-Tender meeting is not mandatory. However, subsequent to the meeting, DoT, GoTN may not respond to queries from any Tenderer who has not attended the Pre-Tender meeting.

2.15.5 All correspondence in relation to enquiries can be submitted to the following in writing by fax / post / courier:

| | |
|--|--|
| Director ,Department of Tourism, Tourism Complex, No.2,Wallajah | Country Head- SIAG, YES BANK LTD, 7 th Floor, Tower B, Building No. 8, DLF |
|--|--|

| | |
|--|--|
| Road, (near Kalaivanar Arangam), Chennai-600 002. Ph. 044 -25367850 Extn.213 E-mail: DLYBLTTDC@yesbank.in www.tamilnadutourism.org | Cyber City, Phase II, Gurgaon-122002 Tel: +91 124-4619000 Fax: +91 124-2560139/4147193 E-mail: DLYBLTTDC@yesbank.in www.yesbank.in |
|--|--|

2.15.6 No interpretation, revision, or other communication from DoT, GoTN regarding this solicitation is valid unless in writing and is signed by Director DoT, GoTN

2.16 Format and Signing of Tender

2.16.1 Tenderers should provide all the information required as per this Tender document and in the prescribed formats failing which the tender may be rejected.

2.16.2 The Tender should be submitted in two parts in separate envelopes:

Envelope A shall contain:

Part 1: Key Submissions, which would include:

- i. Covering Letter.
- ii. Tender Form – Annexure A
- iii. Affidavit in support of the Agreement – Annexure B (Form A)
- iv. Affidavit in support of Agreement (Consortium) – Annexure C (Form B)
- v. Details of Tenderer - Annexure D (I)
- vi. Power of Attorney - Annexure D (II), authorising the signatory of the Tender to commit the Tenderer
- vii. Power of Attorney - Annexure D (III), wherever required
- viii. Memorandum of Understanding (MoU), wherever required including for points mentioned in Clause 2.1.3 (g)
- ix. Anti-Collusion Certificate - Annexure D (IV)
- x. Project Undertaking Certificate - Annexure D (V)
- xi. EMD (in case of BG - Annexure D (VI))
- xii. A brief note on major activities of the Tenderer(s) & its background - Annexure D (VII)
- xiii. Attested copy of Memorandum of Association of the company/firm or certified copy of partnership deed. As per clause G, H, I under the head 'Process of Tender' on page 8.
- xiv. Financial Capacity – Annexure E (I)
- xv. Project Data Sheet Annexure E (II)
- xvi. Information related to Experience – E (III)
- xvii. Technical Bid – Annexure E (IV)

Envelope B shall contain:

Part 2: Financial Bid as per the format set out in Annexure F.

- 2.16.3 The Tenderer shall prepare one original of the documents comprising the Tender as described in Clause 2.16.2, clearly marked "ORIGINAL". In addition, the Tenderer shall make one (1) copy of the Tender, clearly marked "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail. Each page of the entire Tender Document should be signed by authorised signatory & bear seal of the Tendering organisation. Both 'ORIGINAL' and 'COPY' should be placed in Envelope A.
- 2.16.4 If the Tender consists of more than one volume, Tenderer must clearly number the volumes and provide an indexed table of contents.
- 2.16.5 The Tender and its copies shall be typed or printed & spiral bind. All the alterations, omissions, additions, or any other amendments made to the Tender shall be initialled by the person (s) signing the Tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the Key Submissions, Qualification Information; Technical Bid in envelope marked as ENVELOPE A "TECHNICAL OFFER". The second envelope will be marked as ENVELOPE B "FINANCIAL OFFER". Envelope A & B will be kept in a cover envelope 'ENVELOPE C'.
Checklist to be attached on envelopes A & B.
- 2.17.2 The envelopes should be so sealed that the contents are not visible to the naked eye.
- 2.17.3 Each envelope shall indicate the name and address of the Tenderer (of the Lead Member(s) in case of a Consortium).
- 2.17.4 The cover envelope and also ENVELOPE A & B shall clearly bear the following identification along with the Tenderer's details:

"Tender for development of 'Development of Miniature Tamil Nadu at Mamallapuram near Chennai'"

- 2.17.5 All envelope shall be addressed to:
- ATTN. OF : Managing Director
ADDRESS : Tamil Nadu Tourism Development Corporation,
Tourism Complex, No.2,

Wallajah Road, (near Kalaivanar Arangam)
Chennai-600 002, Tamil Nadu, India
Ph. 044 25367850 Extn.213
E-mail: DLYBLTTDC @yesbank.in

2.17.6 If the envelopes are not sealed and marked as instructed above, the Tender may be deemed to be non-responsive and would be liable for rejection. DoT, GoTN assumes no responsibility for the misplacement or premature opening of the Tender submitted.

2.18 Tender Due Date

2.18.1 Tender should be submitted before 1500 hours IST on the date mentioned in the Schedule of Tendering Process (Tender Due Date), at the address provided in Clause 2.17.5 in the manner and form as detailed in this Tender document. Tenders submitted by either facsimile transmission or telex or e-mail will not be acceptable.

2.19 Late Tenders

Any Tender received by DoT, GoTN after 1500 hours IST on the Tender Due Date will be marked as Late Tender and returned unopened to the Tenderer.

2.20 Modification and Withdrawal of Tender

2.20.1 Modification or withdrawal of the tender once submitted shall not be permissible.

2.21 Tests of responsiveness

2.21.1 Prior to evaluation of the Tenders, DoT, GoTN will determine whether each Tender is responsive. A Tender shall be considered responsive if:

- a. It is received by the Tender Due Date/ Time.
- b. It is signed, sealed, and marked as stipulated in Clause 2.17.
- c. It contains information and documents as requested in the Tender document.
- d. It contains information in formats specified in the Tender document.
- e. It mentions the Tender Validity Period as set out in Clause 2.13.
- f. It provides the information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by DoT GoTN, without communication with the Tenderer). DoT GoTN, reserves the right to determine whether the information has been provided in reasonable detail.
- g. There are no inconsistencies between the Tender and the supporting documents.

- 2.21.2 A Tender that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one
- a. which affects in any substantial way, the scope, quality, or performance of the Project, or
 - b. which limits in any substantial way, inconsistent with the Tender document, DoT, GoTN 's rights or the Tenderer's obligations under the Lease Agreement, or
 - c. which would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- 2.21.3 DoT, GoTN reserves the right to reject any Tender which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by DoT, GoTN in respect of such Tender.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation of the Tenderers shall not be disclosed to any person not officially concerned with the process. DoT, GoTN will treat all information submitted as part of Tender in confidence and will ensure that all who have access to such material treat it in confidence. DoT, GoTN will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.

2.23 Clarifications

To assist in the process of evaluation of Tender, DoT GoTN, may, at its sole discretion, ask any Tenderer for clarification on its Tender. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Tender would be permitted by way of such clarifications.

2.24 Scrutiny of Technical Offer

- 2.24.1 In Stage 1, the envelope A (TECHNICAL OFFER) will be opened. The Key Submissions, Qualifications information & Technical bid shall be scrutinised. The Tender which does not fulfil the prescribed requirements will be rejected. The financial bid of such bidder shall not be opened and returned.
- 2.24.2 DoT, GoTN would have the right to review the Technical Bids and seek clarifications where necessary.

2.25 Evaluation of the Financial Bid

- 2.25.1 The Financial Bids of all the Tenderers who pass Stage 1 of Tender evaluation shall be opened in the presence of the Tenderers' representatives who choose to attend. The Tenderers' representatives who are present shall be required to sign and record their attendance.
- 2.25.2 The Tenderer Quoting the highest Bid may be declared the successful bidder.
- 2.25.3 In the event that two or more Tenderers quote the same Bid, DoT, GoTN may:
- a. invite fresh Bids from the Tenderers;
 - OR
 - b. take any such measure as may be deemed fit in its sole discretion, including annulment of the Tendering process.

2.26 Notifications

1. The DoT, GoTN will submit the 'Bid Evaluation Report' to the state government, which shall take decision on the same within 45 days of the receipt of the said report.
2. The state government shall have the right to accept or reject the tender without assigning the reasons. The state Government's decision shall be final and binding on all the persons participating in the tender process.
3. The decision of the state government will be intimated to Director, DoT, GoTN who in turn will inform the bidder concerned. In the event of the acceptance of the bid the successful bidder shall have to deposit with DoT, GoTN the due Bid amount within a period of 30 days from the date of receipt of letter of acceptance (LOA).
4. If the state government fails to take decision within the said period then the highest Tenderer if so desires can seek refund of the earnest money without any deduction or interest and move out of the tender process.
5. The state tourism department shall execute the lease deed in the prescribed form immediately after the bid amount is deposited in the state exchequer.
6. The successful bidder shall get the lease deed registered at his cost and in accordance with the statutory requirements of the prevailing Stamp Act.
7. Upon production of the certified copy of the registered lease deed the possession of the land in question shall be handed over to the lessee.
8. If the successful bidder on the receipt of the LOA issued by DoT, GoTN fails to deposit the due Bid amount in the prescribed period, the earnest money shall be forfeited and the bidder declared defaulter. The DoT, GoTN will be free to invite fresh offers and accept the new bid at the risk of the defaulter i.e., if the subsequent bid is less than the bid of the defaulter than the

difference shall be recovered as arrears of the land revenue from the defaulter.

9. The lease will be governed by the provisions of Tamil Nadu Town and country planning act, and rules made therein and/or regulations or guidelines issued by the Tamil Nadu government besides any other associated Acts/rules/Guidelines.
10. The purpose of allotment of the said land shall ordinarily remain unchanged for the entire duration of the lease period.
11. Decision of the state government in relation to explanation of interpretation of any clause or condition shall be final and binding
12. Any dispute between the state government and the bidders shall be subject to the jurisdiction of the civil courts in Chennai.
13. If the state government under any circumstance is not in a position to give the possession of the plot then deposited principal amount shall be refunded to the allottee.
14. The successful Bidder shall have to complete 60% of the work mentioned in the 'work plan' submitted in the technical bid (refer clause 4.1.b) within a period of one year from the date of receipt of possession. This condition shall be included in the lease deed.
15. Failure of the Successful Tenderer to comply with the requirements of point 14 above may constitute sufficient grounds for the annulment of the Lease Deed
16. The bid amount will be mentioned both in words as well as numerals.
17. Every page of the tender document should be signed and authenticated with official seal by the applicant or the authorized person.
18. The project would be under BOT.
19. All basic infrastructural needs like power, road, sewage, waste disposal and water will be arranged by the successful bidder.
20. Sub leasing will not be permissible and single bidder will have to develop, operate and maintain the entire project.
21. The bidder will fix the user charge or any other fee to be charged from customer in consultation with Tourism Department of Tamil Nadu. The Government will issue necessary orders whenever required.

3. CRITERIA FOR QUALIFICATION

The following parameters are recommended as qualification parameters for the participating bidders. Failing to meet these would result in disqualification of the bidder.

3.1 General Parameters for Qualification

The Tenderer's competence and capability is proposed to be established by the following parameters. Any Individual/Trust/Company/Regd body/Corporate body/Consortium/JV who qualify under the criteria given below are eligible to participate:-

(a) Having a clear idea of the project they propose to develop and will have to submit a detailed concept plan including financial structure and projections along with the tender document, which shall subsequently be incorporated in the development and management agreement with the successful tenderer.

(b) Financial capability in terms of - NET WORTH

3.2 Technical Qualification:-

3.2.1 The tenderers would be asked to submit with the tender a detailed and acceptable concept report of the project they propose to undertake along with the financial details. This concept plan would subsequently be incorporated in the development and management agreement with the selected tenderer.

3.2.2 If a promoter wishes to form a consortium or JV for enhancing his technical competency he is free to do so but the partners would not be allowed to bid separately or be part of any other consortium and the maximum number of the members would not be more than three (3).

3.2.3 The Applicant, any member of the consortium or JV should have experience in operating at least a **'Three Star Category Hotel' with a minimum of 50 rooms for the last three years.** The Hotel should be in operational as on the date of issue of RFQ.

And

3.2.4 The Applicant, any member of the consortium or JV should have developed/constructed or be in the process of developing/constructing atleast one similar project (Educational and Entertainment) having **built up area of One Lakh Sq. ft in the last three years with State/Central Government entities in India.**

3.2.5 The Applicant or JV or the consortium to which it belongs should have a panel of advisors or team of employees, including International consultants, having experience in developing a similar project.

3.2.6 The tenderer should be citizen of India and have understanding of Local culture, history and lifestyle

Note: Appropriate documentary evidence should be enclosed in support of the above. All the documentary evidence submitted by the Applicant shall be to the satisfaction of DoT, GoTN. Decision of DoT, GoTN in accepting or rejecting such documentary evidence as submitted by the Applicant will be final and binding on the Applicant.

3.3 Financial Qualification:-

For the purpose of Qualification, a Tenderer would be required to demonstrate the Minimum Financial Capability by meeting the criteria mentioned below.

3.3.1 The Applicant (including all the members of consortium or JV partners) should have a minimum Net worth of **Rs.25 crore (Rupees Twenty five crores only)** in the last financial year

And

3.3.2 The Applicant (including all the members of consortium or JV partners) should have an **Average Annual Turnover of Rs.150 crores (Rupees one hundred and 50 crores only)** in the past Financial Year.

Note: The Applicant should submit audited annual report of last three (3) financial years in support of all the above financials.

3.4 Evaluation Criteria for a Consortium

3.4.1 In case the Tenderer is a Consortium or JV net worth would be taken as an arithmetic sum of the net worth of each member of the Consortium or JV. The Consortium/JV would need to specify the lead member. The consortium/JV would be required to meet the Threshold Financial Capability on the basis of aggregate figures subject to provisions of this in Clause 3.4.

3.4.2 The Lead Member would be required to:

- i. Have minimum net worth equivalent to at least 50% as specified in Clause 3.3 ; and
- ii. Commit to hold a minimum equity stake equal to 51% till the expiry of first 5 years of the lease period and minimum equity stake equal to 26% of the aggregate shareholding* of the Consortium in the Project at all times during the Lease Period.

3.4.3 The non lead members of the Consortium/JV would be required to hold a minimum equity stake* equal to 11% of the aggregate shareholding of the Consortium in the Project till the expiry of the first five years of the lease period.

3.4.4 Experience of subsidiary or holding companies would be considered only if they are 100% owned by Lead Member/ Member.

* as per the detailed concept note (refer 5.1 a) and the MoU submitted with the tender.

4. CONTENTS OF TECHNICAL BID

4.1 Technical Bid

The Tenderers would be required to furnish the following as part of their Technical Bid for the Project:

a. Project Appreciation

Under this item, the Tenderers should provide a brief description (1 page) on their understanding of the Project.

b. Concept Plan

The Tenderers should provide the outline of their Concept Plan/layout in brief including:

- i. Proposed area development including sub-components.
- ii. Implementation methodology and phasing/time schedule.
- iii. Proposed investments in basic infrastructure and sub-components
- iv. Marketing and O&M strategy.
- v. Details of the 60% of the total investment proposed to be made in the first year (refer point 14 of notifications)

c. Financial Capability

The Tenderers should provide an additional copy of the filled Annexure E (I) for evaluation of their financial capability as part of the Technical Bid.

5. CONTENTS OF FINANCIAL BID

5.1 Financial Bid

The Tenderers would be required to quote the Bid Price in Indian Rupees in prescribed form Annexure F.

5.2 Lease Rent

The Successful Bidder would have to pay an annual Lease rent of Rs. **1,82,78,122/- (Rupees One Crore Eighty Two Lakhs Seventy Eight Thousand One Hundred and Twenty Two only)** with 5% increase at the end of every year, during the entire duration of lease period.

**COVERING LETTER
(Envelope A)**

[On the Letter head of the Tenderer (in case of Single Tenderer) or Lead Member (in case of a consortium)]

Date:

**To
Director
Tamil Nadu Tourism
Department of Tourism
Government of Tamil Nadu
Chennai**

Ref: Development of 'Miniature Tamil Nadu' at Mamallapuram

Sir,

Being duly authorized to represent and act on behalf of.....
(hereinafter referred to as "the Tenderer"), and having reviewed and fully understood all the requirements of the Tender document and information provided, the undersigned hereby apply for the Project referred above.

We are enclosing our Tender including Key Submissions, Qualification Information, Technical Bid in one original plus ONE copy and the Financial Bid, with the details as per the requirements of the Tender document, for your evaluation.

Dated thisDay of, 200....

Name of the Tenderer

.....
Signature of the Authorised Person

.....
Name of the Authorized Person

Note: *To be signed by the Lead Member(s) in case of a Consortium.*

ANNEXURE A

Tender Form

(To be submitted and signed by the tenderer or representative of the tenderer and be kept in Envelope A)

The details regarding eligibility and documents to participate in the process of tender invited for 43.67 acres Land at No.69, Manamai Village, Thirukkalukundram Taluk, Kancheepuram District (an extent of 17.68.0 hectares (43.67 acres of Meykkal Poromboke in Survey No.429/1D) near Mamallapuram.

1. Name and address of the tenderer (person/
Firm/company/society) -----

2. a-Telephone No. of the office -----
b- Telephone No. of the residence -----
c- Mobile No. -----
d- Fax No. -----
e- E-Mail Address -----
3. Receipt no. & date of the amount deposited
to purchase the tender document -----
or
draft no. date, name of the issuing bank,place of
issue in case downloaded document is used -----

1. Pan Card No. issued by the income tax department : -----
2. Name, nature and number of the bank account of
The tenderer -----
3. Details of the earnest money enclosed herewith "

| No. | No./date of Bank draft/bankers cheque/Bank Guarantee | Amount | Name, branch and address of issuing Bank |
|-----|---|--------|--|
| | | | |
| | | | |

4. All such document which are required to be filed under terms and conditions are submitted herein.
5. We the undersigned declare that the statement made herein and the information provided in enclosed form is true and correct with all respect.
6. We hereby confirm that we have read and understood all the detailed terms and conditions of this tender as required.
7. This form is submitted with the understanding that,-
 - a. At the time of submission of the tenders, all the information shall be subject to the verification
 - b. The state government has reserved the right to reject or accept any or all the tenders or tender process.

- c. The state government shall not be responsible for any of the above mentioned action and shall not be bound to give any information in this regard.

Date:

Place:

Name and signature of the Tenderer

Name and signature of the Authorized person

ANNEXURE - B

**Form A
(Envelope A)**

Performa of affidavit to be filed along with the consent letter by the tenderers other than Firm/Company/Society/ Consortium.

I, _____ (name of the tenderer)
S/o./Husband of Shri _____ aged _____ years,
Resident of (complete address) _____ (place of business)
_____ do hereby solemnly declare on oath that I am not disqualified from participating in the tender. I have read the conditions of the tender and I shall abide by the terms of the bid. I have enclosed complete details of the earnest money. In case of deviation from my offer / tender, I agree to surrender my earnest money and I bind myself to indemnify the State Government for the loss caused due to any such re-auction/tender which can be recovered from me as arrears of land revenue.

Signature _____

Place _____

Date _____

Verification

I, _____, S/o. _____ aged _____ years, resident of _____ do hereby verify that the information given the above affidavit are true and correct form my personal knowledge.

Place:

Signature: _____ Date: _____

**Annexure C
Form B
(Envelope A)**

Performa of affidavit to be filed along with the consent letter by the Firm/Company/
Society/ Consortium/Joint Venture.

I, _____ (name of the authorized person/lead member of consortium)
S/o./Husband of Shri _____ aged _____ years,
Resident of (complete address) _____ do hereby solemnly
declare on oath as under:

1. I am holding letter of authority on behalf of firm/company/society / consortium
/Joint Venture(name_____).
2. All the partners/ Directors/post bearers of my firm / company/ society /
consortium/Joint Venture are not disqualified from participating in the tender.
3. I have read the conditions of the tender and I shall abide by the terms of the
auction. I have enclosed complete details of the earnest money. In case of
deviation from my offer / tender, I agree to surrender my earnest money and I
bind myself to indemnify the State Government for the loss caused due to any
such re-auction/tender which can be recovered from me as arrears of land
revenue.

Signature_____

Place_____ Date_____

Verification

I, _____, S/o. _____ aged _____ years, resident of
_____ do hereby verify that the information given the above affidavit are
true and correct form my personal knowledge.

Place:

Signature: _____

Date: _____

ANNEXURE D (I)
General information regarding the tenderer
(Envelop-A)

1. Name : -----
2. Address : -----
3. Name and Address of Corporate Head Quarter : -----

In case of consortium or Joint Venture, -

1. The above information (1 and 2) of all the members of the consortium/JV should be made available

2. The proportion of equity and status of membership be indicated below:-

| <u>S.no.</u> | <u>Name of the member</u> | <u>Proportion of equity</u> | <u>Lead Member/ member</u> |
|--------------|---------------------------|-----------------------------|----------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |

Signed

(Name of the authorized
Signatory)

By and in the name of

(Name of the Tenderer)

Designation

place

Date

ANNEXURE D (II)

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF TENDER

POWER OF ATTORNEY

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr./Ms.....(name and residential address) holding the position of as our or attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Tender for 'Setting up of Miniature Tamil Nadu' at Mamallapuram *including signing and submission of all documents and providing information / responses to DoT, GoTN , representing us in all matters before DoT, GoTN , and generally dealing with DoT, GoTN in all matters in connection with our Tender for the said Project.*

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____
(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Also, if required, the Tenderer should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.*

ANNEXURE D (III)

**FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF
CONSORTIUM/JOINT VENTURE
POWER OF ATTORNEY**

Whereas the Department of Tourism, Government of Tamil Nadu (“DoT, GoTN”) has invited Tenders from interested parties for the Development of ‘Setting up of Miniature Tamil Nadu near” Mamallapuram (“the Project”).

Whereas, the members of the Consortium/partners of JV are interested in Tendering for the Project and over all implementation of the Project in accordance with the terms and conditions of the Tender document and other connected documents in respect of the Project, and

Whereas, it is necessary under the Tender document for the members of the Consortium/ partners of JV to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium/JV, all acts, deeds and things as may be necessary in connection with the Consortium’s Tender for the Project or in the alternative to appoint one of them as the Lead Member will have necessary power and authority to do all acts, deeds and things on behalf of the Consortium/JV, as may be necessary in connection the Consortium’s Tender for the Project

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. -----, M/s. ----- and M/s. -----
(the respective names and addresses of the registered office) do hereby designate M/s. --
----- being one of the members of the Consortium/JV, as the Lead Member of the Consortium/JV, to do on behalf of the Consortium/JV, all or any of the acts, deeds or things necessary or incidental to the Consortium/JV’s Tender for the Project, including submission of Tender, participating in conferences, responding to queries, submission of information / documents and generally to represent the Consortium/JV in all its dealings with DoT, GoTN , any other Government Agency or any person, in connection with the Project until culmination of the process of Tendering and thereafter till the Lease Agreement is entered into with DoT, GoTN .

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member / Lead Technical Member and the Lead Financial Member our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this theDay of200....

.....

(Executants)

.....

.....

(To be executed by all the members of the Consortium or partners of JV)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

ANNEXURE D (IV)

FORMAT FOR ANTI-COLLUSION CERTIFICATE

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of this Tender, we have not acted in concert or in collusion with any other Tenderer or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Tender.

Dated thisDay of, 200....

Name of the Tenderer

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note: *To be executed by all the members, in case of consortium.*

ANNEXURE D (V)

FORMAT FOR PROJECT UNDERTAKING

**To,
Director
Department of Tourism
Government of Tamil Nadu
Chennai**

Re: Setting up of Miniature Tamil Nadu at Land No.69, Manamai Village, Thirukkalukundram Taluk, Kancheepuram District (an extent of 17.68.0 hectares (43.67 acres of Meykkal Poromboke in Survey No.429/1D) near Mamallapuram

We have read and understood the Tender document in respect of the captioned Project provided to us by DoT, GoTN .

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Tender we hereby represent and confirm that our Tender is qualified and unconditional in all respects.

Dated thisDay of, 200...

Name of the Tenderer

.....
Signature of the Authorised Person

.....
Name of the Authorized Person

Note: *To be signed by the Lead Member(s) in case of a Consortium.*

ANNEXURE D (VI)

FORMAT FOR BANK GUARANTEE

(To be issued by a Scheduled Commercial Bank in India)

B.G. No. _____ dated _____.

This Deed of Guarantee executed at ----- by _____
(Name of Bank) having its Head/Registered office at _____
(hereinafter referred to as "the Guarantor") which expression shall unless it
be repugnant to the subject or context thereof include its, successors and
assigns;

In favour of

The Director, Department of Tourism, Government of Tamil Nadu
(hereinafter called "Director, DoT, GoTN"), having its office at Tourism
Complex, No.2, Wallajah Road, (near Kalaivanar Arangam), Chennai, India
which expression shall unless it be repugnant to the subject or context
thereof include its, successors and assigns;

WHEREAS

- A. M/s. _____ Ltd.¹, a Company registered under
provisions of the Companies Act, having its registered office at
_____ (hereinafter called "the Tenderer") which expression
shall unless it be repugnant to the subject or context thereof include
its/their executors administrators, successors and assigns, has/have
Tender for the development of 'Setting up of Miniature Tamil
Nadu' at Mamallapuram on Lease basis (hereinafter referred to as "the
Project").
- B. In terms of Clause 2.12 of the Tender document issued in respect of the
Project - 'Setting up of Miniature Tamil Nadu' at Mamallapuram
(hereinafter referred to as "Tender document") the Tenderer is required
to furnish to DoT, GoTN an unconditional and irrevocable Bank
Guarantee for an amount of Rs.39,20,000/- (Thirty Nine lakhs Twenty
Thousand Indian Rupees only) as EMD.
- C. The Guarantor has at the request of the Tenderer and for valid
consideration agreed to provide such Bank Guarantee being these
presents:

¹ In case of consortium/JV, incorporate names and addresses of the consortium/JV members.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- a) The Guarantor, as primary obligor shall, without demur, pay to DoT, GoTN an amount not exceeding Rs. Rs.39,20,000/- /- (Indian Rupees Thirty Nine lakhs Twenty Thousand only), within 5 days of receipt of a written demand from DoT, GoTN calling upon the Guarantor to pay the said amount and stating that the EMD provided by the Tenderer has been forfeited.
- b) Any such demand made on the Guarantor by DoT, GoTN shall be conclusive and absolute as regards the forfeiture of EMD and the amount due and payable by the Guarantor under this Guarantee.
- c) The above payment shall be made without any reference to the Tenderer or any other person and irrespective of whether the claim of DoT, GoTN is disputed by the Tenderer or not.
- d) This Guarantee shall be irrevocable and remain in full force for a period of four (04) months or for such extended period as may be mutually agreed between DoT, GoTN and the Tenderer and shall continue to be enforceable till all amounts under this Guarantee are paid.
- e) The Guarantee shall not be affected by any change in the constitution or winding up of the Tenderer/the Guarantor or any absorption, merger or amalgamation of the Tenderer/the Guarantor with any other person.
- f) In order to give full effect to this Guarantee, DoT, GoTN shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Tender document or other documents or by extension of time of performance of any obligations granted to the Tenderer or postponement/non exercise/delayed exercise of any of its rights by DoT, GoTN against the Tenderer or any indulgence shown by DoT, GoTN to the Tenderer and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of DoT, GoTN or any indulgence by DoT, GoTN to the Tenderer to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- g) The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised to execute this Guarantee pursuant to the power granted.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO
ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and Delivered by – – – – –

Bank by the hand of Mr – – – – –

its – – – – – and authorised official.

ANNEXURE D (VII)
FORMAT FOR QUALIFICATION INFORMATION
Technical Capability of the Tenderer #

1. Tenderer type - *(Strike out whichever is not applicable)*
 Single Entity / Consortium
2. In case of Consortium,
 (a) No. of Members - 1 / 2 / 3

(b) :

3. Technical Capability of the Tenderer:
 (In case of consortium, Lead Member / Lead Technical Member):
- (a) Number of Projects meeting Minimum Technical Capability as per in Clause 3.2.1: _____

(b) Experience shown:

| S.No | Project | Location |
|------|---------|----------|
| 1 | | |
| 2 | | |
| 3 | | |

(c) the Tenderer should furnish details as per Annexure E (III).

4. Financial Capability of the Tenderer (furnish details as per Annexure E (I)):
- (a) Average Turnover of the Tenderer in last three financial years
- (b) Net worth of the Tenderer in last financial year (FY 2008-09)
- (c) Net Cash accruals of the Tenderer in last three financial years

The Tenderer should provide details of only those projects undertaken by it under its own name. Project experience of the Tenderer's parent company or its subsidiary or any associate company (who is not a member of the Consortium/JV) will not be considered for the purpose of qualification unless the parent company holds 100% stake in the bidder company and guarantees its performance.

ANNEXURE E (I)
In 2 Copies
Format for the Statement of the Financial Capacity

Financial Capability of the Bidder #

(Equivalent Rs. Million)

| Bidder Type## | Member Code* | % Stake in Consortium | Turnover | | | Average Annual Turnover | Net Worth | Net Cash Accruals | | | | Total Cash Accruals |
|-------------------------|--------------|-----------------------|--------------|--------------|--------------|-------------------------|--------------|-------------------|--------------|--------------|---------------|---------------------|
| | | | FY 2008-2009 | FY 2007-2008 | FY 2006-2007 | FYs 2006-2009 | FY 2008-2009 | FY 2008-2009 | FY 2007-2008 | FY 2006-2007 | FYs 2006-2009 | |
| Single Entity Bidder | NA | NA | | | | | | | | | | |
| Consortium /JV Member 1 | | | | | | | | | | | | |
| Consortium /JV Member 2 | | | | | | | | | | | | |
| Consortium /JV Member 3 | | | | | | | | | | | | |
| Total | | | | | | | | | | | | |

The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company (who are not Members of the Consortium/JV) will not be considered for computation of the Financial Capability of the Bidder, unless the parent company holds 100% stake in the Bidder and guarantees performance of the Bidder.

Any Bidder who is a single entity should fill in details as per the row titled Single entity Bidder and ignore the other rows mentioned below. In case of a Consortium/JV, the details need to be provided as per the lower rows depending upon the number of Consortium members and the row titled Single Entity Bidder may be ignored.

* NA = Not Applicable in case of a Single Entity Bidder, LM = Lead member, M = Member.

Instructions:

1. Turnover = Operating Income + Other Income
2. Net Cash Accruals = Profit After Tax + Depreciation

3. In case of a Consortium/JV comprising Members of the same group of companies, the cross-holdings between the group companies comprising part of the Consortium/JV will be deducted for the purpose of Net worth calculations.
4. The Bidder shall provide audited Annual Reports for the last three (3) years.

Signature of the
Applicant

Certificate of Chartered Accountant

On the basis of the relevant documents We, M\S_____ certify that the information regarding the net worth is true

Signature and seal of the
Chartered Accountant

Registration No.

ANNEXURE E (II)
Project Data Sheet

| S.No | Particulars of Project | Description |
|-------------|---|--------------------------------------|
| 1 | Name of Hotel/Resort / Entertainment Park | |
| 2 | Rating | |
| 3 | Brief Description | |
| 4 | Owner | |
| 5 | Property owned/operated as | Single Entity / Consortium/JV Member |
| 6 | In case of Consortium/JV Member, % Equity Shareholding in consortium as on date. | |
| 7 | In case of consortium/JV, clearly mention the name, address, role & responsibility and % equity shareholding of each member. (Additional Sheet can be attached) | |
| 8 | Location | |
| 9 | No. of rooms | |
| 10 | Date of Commencement of Operation by the Tenderer | |

- Certificate from the Tenderer's statutory auditor must be furnished stating the following details (as provided in Annexure E (IV)):
- A separate sheet should be filled for each of the Eligible Projects/Hospitality Property

It may be noted that in the absence of any one of the above (including the Statutory Auditor's certificate), the information would be considered inadequate and could lead to exclusion of the relevant project in consideration of Technical Capability for Qualification and for further Technical Bid Evaluation.

ANNEXURE E (iii)

GUIDELINES FOR PROVIDING INFORMATION RELATED TO EXPERIENCE

The Tenderer should provide a certificate from his statutory auditor in the format given below.

| Certificate from the Statutory Auditor |
|--|
| <p>This is to certify that _____ (Name of the Tenderer) has undertaken development of/owns & operates _____ (Title & Nature of the Project/Hospitality Property) at _____ (location). This Project was commissioned on _____ (Date of completion/commissioning of the Project /Commencement of Ownership of Hospitality Property) and _____ (Name of the Tenderer) held ____% of the equity capital in the Project as on the date of commissioning.</p> <p>We further certify that total cost of the Project as on the date of commissioning was Rs. _____ million.</p> <p>Signature of the Authorized Signatory</p> |

It may be noted that in the absence of any detail from the above certificate, the information would be considered inadequate and could lead to exclusion of the relevant project in consideration of Technical Capability for Qualification and for further Technical Bid Evaluation.

ANNEXURE E (IV)

TECHNICAL BID

(TO PROVIDE INFORMATION IN LINE WITH CLAUSE 4.1 OF THE BID DOCUMENT)

- a. Project Appreciation
- b. Concept Plan
- c. Financial Capacity

Note: The bidder is expected to give details in terms of items of work & expenditure thereon which he is expected to complete in the first year of the lease period. This expenditure should not be less than 60% of the total proposed investment (refer pt. 14 of Notifications)

ANNEXURE F

**Financial Bid
(Envelope-B)**

Affix a recent
passport
photograph of
the authorized
signatory

To,
Director
Department of Tourism
Government of Tamil Nadu
Chennai

Dear Sir,

I am submitting my financial bid as under:

Financial Bid:

| Particulars of Plot | Fixed reserved value(Area of the complete plot) | Amount of BID offered(for the entire plot area) (In figures) | (In words) |
|--------------------------|---|---|------------|
| _____ at Mamallapuram | INR _____ (43.67 acres) | | |

I have gone through the terms and conditions and guide lines as mentioned in the tender document and I shall abide by them.

Date

Name of the authorized person

Signature

Seal

CHECK LIST

Tenderers shall submit the list of Documents it is furnishing as a part of Tender for each part of the Tender. The tentative list for the parts of Tender is as under

Part 1: Key Submissions:

- i. Covering Letter
- ii. Annexure A (Tender form),
- iii. Annexure B / C (Affidavits)
- iv. Details of Tenderer as per Annexure D (I)
- v. Power of Attorney, authorising the signatory of the Tender to commit the Tenderer as per Annexure D (II)
- vi. Power of Attorney, for Lead member of the Consortium as per Annexure D (III).
- vii. Anti-Collusion Certificate as per Annexure D (IV).
- viii. Project Undertaking Certificate as per Annexure D (V).
- ix. In case of consortium or Joint Venture, Memorandum of Understanding (MoU) between the members*.
- x. Bank Guarantee as per Annexure D (VI).
- xi. A brief note on major activities of the Tenderer(s) & its background as required in Clause 2, Annexure D (I)
- xii. Attested copy of Memorandum of Association of the company/firm or certified copy of partnership deed.
- xiii. MOU of Consortium as per clause 2.1.3 (g)

Part 2: Qualification Information:

- i. Format for Qualification Information as per Annexure D (VII).
- ii. Financial Capability of the Tenderer as per Annexure E (I).
- iii. Project Data Sheet as per Annexure E (II)
- iv. Guidelines for providing information related to experience as per Annexure E (III).
- v. Documentary proof wherever sought to meet Qualification criteria as per Clause 3.2.1.
- vi. Audited balance sheet of the Tenderer/ Tenderers in case of consortium, for last three (3) financial years.

Part 3: Technical Bid:

- i. Technical Bid as per the format set out in Annexure E (IV)
 - Project appreciation – Brief description (1 page) as per Clause 4.1 a
 - Concept plan as per Clause 4.1 b
 - Financial Capability of the Tenderer as per Annexure E (I) to be submitted again here.

Part 4: Financial Bid:

- i. Financial Bid as per the format set out in Annexure F

*(*The MoU entered into between the members of the Consortium should be specific to this project and should clearly state The Lead Member(s) & negotiating authorities failing which the Tender shall be considered non-responsive. Similarly MoU for the joint venture should be specific to the project and clearly state the responsibilities of the joint venture companies*

Location Plan